

## CAMBIANDO VIDAS PROGRAM AGREEMENT AND GENERAL RELEASE

**Participant Name:** \_\_\_\_\_

The Agreement and General Release (“Agreement”) is made between Cambiando Vidas and the program participant. By their signatures, the participant hereby represents and fully agrees to be bound by the terms and conditions outlined in this Agreement.

### Program Description

The program covers the participation in a community house build in the Dominican Republic planned from DATE to DATE. The program leader(s) is (are) NAME(s).

## 1 Acknowledgment of Code of Conduct

Participant agrees to behave in a manner fostering team development and performance, on or off construction site, and follow directives by the Program Leader(s), and any associated individuals, institutions, or organizations.

Participant agrees to fully comply with any local, state, federal, and international regulations, vendor requests, or Program Leader directives relative to health, safety, environment and local community relations.

Understand that, in its sole discretion, the Program Leader(s) may terminate the participant’s participation in the Program at any time, including before departure to the Dominican Republic or during the Program. Reasons for termination may include, but are not limited to behaviors endangering self or other participants or people, inappropriate conduct or other behavior by the Participant deemed detrimental to the best interest of the Program, including but not limited to the use of physical or verbal threats or violence, open abuse of the customs or mores of the community, unauthorized absences from the activities...

## 2 Responsibility for Travel Documents

After a participant is accepted into the Program, the participant is responsible for procuring all necessary travel documents and correctly completing all required waivers and medical forms. Program participants

will not be allowed to travel on their Program without the completion of these forms in full. Forms may not be altered.

I understand that it is my sole responsibility to secure the necessary travel documents (i.e. passport and all applicable authorizations, visas, health requirements etc. required for admission in the country visited...) and that failure to do so may result in participant not being able to travel, or allowed to enter or leave the country visited, and does not constitute grounds for a refund.

### 3 Health Risks and Immunizations

Cambiando Vidas does not provide specific advice on immunizations or health risks for Program participants. All participants must complete a travel consultation with a medical professional and consult the CDC website for health risks and immunization information for the country you will visit

- [Travelers' Health Most Frequently Asked Questions | Travelers' Health | CDC](#)
- [Destinations | Travelers' Health | CDC](#)

I represent that I am in good health and have no physical or mental limitations or problem that would affect my participation in the Program or cause me to be a danger to myself or others. I have not been advised otherwise by a qualified medical person.

### 4 Acknowledgment of Risk

I understand and certify that my own participation in the Cambiando Vidas Program (“Cambiando Vidas” or “Program”) and its activities is completely voluntary. I have familiarized myself with the Program, the trip, and the activities in which I will be participating. I represent that I can participate in the Program, the trip, and the activities with or without accommodation.

I further recognize that certain hazards and dangers are inherent in common Program activities, including, but not limited to, the potential activities of building houses, exploring towns and cities, hiking, riding bicycles, swimming, contact with animals, ground transportation by buses, vans, or 4×4 vehicles, and water transportation by inboard and outboard engine boats.

I acknowledge that although Cambiando Vidas has taken safety measures to reduce the risk of injury to trip participants, it cannot ensure nor guarantee that the participants, equipment, premises, and/or activities will be free of hazards, accidents, and/or injuries. I further acknowledge that I am aware of the importance of knowing and abiding by the Program rules, regulations, and procedures for the safety of the participants.

I furthermore recognize that international travel carries with it inherent risks, including, but not limited to, exacerbation of mental health issues, tropical diseases, exposure to unsanitary conditions, severe weather, public disorder, and transportation accidents.

I understand and acknowledge that obtaining medical assistance of any sort is complex and difficult in many areas of the world where Cambiando Vidas operates, including the Dominican Republic, and I further understand and acknowledge that the general standard of medical care that may be available during the trip is commonly significantly lower than the standard of medical care commonly accepted elsewhere in the world.

I understand and agree that Cambiando Vidas does not provide a physician or other trained medical personnel at any point during the Program. I also understand and agree that Cambiando Vidas does not provide any medical advice, treatment, facilities, equipment, device, or other medical support of any kind during the Program. I also understand that Cambiando Vidas does not bring, store, administer, or evaluate any medication required by a participant for any purpose including, but not limited to emergency treatment equipment such as Epi-Pens, glucose monitors, or defibrillators and that participants are solely responsible for bringing, storing, and administering any medication they may need, including in connection with any allergy or other condition that may arise during the Program.

I acknowledge that all risks cannot be prevented, whether resulting from but not limited to acts or omissions of any persons, operation or condition of the facilities or premises, acts of war or terrorism, acts of God or nature.

I recognize that no one can guarantee freedom from all harm, including accidents, injuries, illnesses, and deaths. I understand and acknowledge that although the Program activities may be approved, sponsored, administered, or organized by Cambiando Vidas, Cambiando Vidas, its employees, or agents are not in a position to prevent any injury, illness, loss, or harm that participants may suffer by virtue of participation.

## 5 Release and Indemnity

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS and AGREE NOT TO SUE Cambiando Vidas, its officers, directors, officials, agents and employees, permit grantors, independent contractors and sub-contractors and, if applicable, owners and lessors of premises used to conduct the Program (“RELEASED AND INDEMNIFIED PARTIES”) from any and all claims, demands, losses, and liability arising out of or related to any ILLNESS, INJURY, DISABILITY OR DEATH or other loss or damage to person or property, EVEN if ARISING FROM THE NEGLIGENCE, and any aggravated form of negligence allowed by law, of a Released and Indemnified Party, to the fullest extent permitted by law.

## 6 Termination / Change / Refund Policies

In any event of a cancellation, Cambiando Vidas will not refund third-party fees paid by participants.

### **a) Alterations/Cancellations Initiated by Participant/School**

Any participant cancellations will be refunded according to the following schedule of calendar days prior to trip departure:

- 75 days: 100% minus non-refundable deposit of 10%
- 74 - 45 days: 50% minus applicable airline fees and non-refundable deposits made to providers.
- Less than 45 days: No refunds will be issued

Any participant cancellation must be sent via email to [cambiandovidas.dom@gmail.com](mailto:cambiandovidas.dom@gmail.com), with the participant cancellation date determined by the receipt of said email.

In the event that a participant needs to join or leave the Program on dates other than those in the program itinerary, the participant will bear the full cost of any additional travel arrangements, including the cost for Cambiando Vidas staff to accommodate the change.

### **(b) Alterations/Cancellations Initiated by Cambiando Vidas**

Cambiando Vidas reserves the right to expel a participant from the Program for any egregious behavior or behavior that are detrimental to the program or putting participant or any other participant or people at risk. In this event, the participant or its family will bear the full cost of returning the participant to their home airport, including any necessary accompanying adults, and no refunds will be made.

### **(c) Force Majeur Events**

Force Majeure Events include fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, pandemics or public health emergencies, or any other similar cause beyond the reasonable control of Cambiando Vidas.

In the event of a Force Majeure Event, Cambiando Vidas will work to determine options, including itinerary adjustments, staffing changes, and/or alternative dates/locations, along with related costs for these changes.

Should these alternatives prove to be impossible to accommodate, Cambiando Vidas will make a good faith effort to recover costs, subject to the terms and policies of each vendor, and provide refunds of unspent funds to the School or Participant.

## **7 Other**

### **7.1 Insurance claims**

If required as a result of events occurring during the trip, I authorize Cambiando Vidas and their designees to file insurance claims on my behalf and to receive benefits for those payments made by Cambiando Vidas on my behalf.

## 7.2 Media/Photo Release

I consent to the Program's use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right to such material.

## 7.3 Acknowledgment of Privacy Practice

I give permission to previously described program leaders, to disclose such information to facilitate medical treatment.

## 7.4 Severability

It is understood and agreed that, if any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications. To this end, the provisions of this Agreement are declared severable.

## 7.5 Construction and Scope of Agreement

I agree that the laws of the State of New York, not including those which might invoke the laws of another jurisdiction, will be applied to any suit or dispute between me and a Released and Indemnified Party. Any such proceeding must be filed and maintained solely in the State of New York.

If a dispute arises under this Agreement, our goal is to provide a neutral and cost-effective means of resolving the dispute quickly. Before resorting to legal alternatives, we strongly encourage you to first contact us directly to seek a resolution.

In the event the dispute has not resolved amicably within 60 days, IN LIEU OF LITIGATION AND A TRIAL BY JURY, the parties consent to resolve such dispute through mandatory arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall be held in New York, New York before a single arbitrator who shall be selected by the mutual agreement of Cambiando Vidas and Participant.

Any liability covered herein is limited to the price paid for services. In the case of damaged property, the liability is limited to a maximum amount equal to the replacement of the property. In all cases, Cambiando Vidas specifically excludes all liability for indirect or consequential loss or expense.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.**

**Participant Name :** \_\_\_\_\_

**Participant Signature:**

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Age on first day of program participation:** \_\_\_\_\_

If less than 18 years old at date of signing program agreement:

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_